

<b>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</b>  Erica Loftis, Esq. (SBN 259286) Adam P. Thursby, Esq. (SBN 318465) GHIDOTTI   BERGER LLP 1920 Old Tustin Ave. Santa Ana, CA 92705 Ph: (949) 427-2010 Fax: (949) 427-2732 bknotifications@ghidottiberger.com  <input type="checkbox"/> <i>Movant appearing without an attorney</i> <input checked="" type="checkbox"/> <i>Attorney for Movant</i>	<b>FOR COURT USE ONLY</b>
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - Los Angeles Division</b>	
<b>In re:</b>  Jesus Chipres Silva, <i>aka Jesus C. Silva</i> <i>aka Jesus Chipres</i>        <div style="text-align: right;">Debtor(s).</div>	<b>CASE NO.:</b> 2:21-bk-18319-BR <b>CHAPTER:</b> 7
	<b>NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (with supporting declarations) (REAL PROPERTY)</b>
	<b>DATE:</b> 02/15/2022 <b>TIME:</b> 10:00 a.m. <b>COURTROOM:</b> 1668
<b>Movant:</b> United Asset Management, LLC, its successors and/or assignees	

**1. Hearing Location:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 255 East Temple Street, Los Angeles, CA 90012 | <input type="checkbox"/> 411 West Fourth Street, Santa Ana, CA 92701 |
| <input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills, CA 91367        | <input type="checkbox"/> 1415 State Street, Santa Barbara, CA 93101  |
| <input type="checkbox"/> 3420 Twelfth Street, Riverside, CA 92501                 |  |

2. Notice is given to the Debtor and trustee (*if any*)(Responding Parties), their attorneys (*if any*), and other interested parties that on the date and time and in the courtroom stated above, Movant will request that this court enter an order granting relief from the automatic stay as to Debtor and Debtor's bankruptcy estate on the grounds set forth in the attached Motion.
3. To file a response to the motion, you may obtain an approved court form at [www.cacb.uscourts.gov/forms](http://www.cacb.uscourts.gov/forms) for use in preparing your response (optional LBR form F 4001-1.RFS.RESPONSE), or you may prepare your response using the format required by LBR 9004-1 and the Court Manual.

4. When serving a response to the motion, serve a copy of it upon the Movant's attorney (or upon Movant, if the motion was filed by an unrepresented individual) at the address set forth above.
5. If you fail to timely file and serve a written response to the motion, or fail to appear at the hearing, the court may deem such failure as consent to granting of the motion.
6. ☒ This motion is being heard on REGULAR NOTICE pursuant to LBR 9013-1(d). If you wish to oppose this motion, you must file and serve a written response to this motion no later than 14 days before the hearing and appear at the hearing.
7. ☐ This motion is being heard on SHORTENED NOTICE pursuant to LBR 9075-1(b). If you wish to oppose this motion, you must file and serve a response no later than (date) \_\_\_\_\_ and (time) \_\_\_\_\_; and, you may appear at the hearing.
- a. ☐ An application for order setting hearing on shortened notice was not required (according to the calendaring procedures of the assigned judge).
- b. ☐ An application for order setting hearing on shortened notice was filed and was granted by the court and such motion and order have been or are being served upon the Debtor and upon the trustee (if any).
- c. ☐ An application for order setting hearing on shortened notice was filed and remains pending. After the court rules on that application, you will be served with another notice or an order that specifies the date, time and place of the hearing on the attached motion and the deadline for filing and serving a written opposition to the motion.

Date: 01/21/2022

GHIDOTTI | BERGER LLP

Printed name of law firm (if applicable)

Erica Loftis-Pacheco, Esq.

Printed name of individual Movant or attorney for Movant

/s/ Erica Loftis-Pacheco

Signature of individual Movant or attorney for Movant



## MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO REAL PROPERTY

### 1. Movant is the:

- ☒ Holder: Movant has physical possession of a promissory note that either (1) names Movant as the payee under the promissory note or (2) is indorsed to Movant, or indorsed in blank, or payable to bearer.
- ☒ Beneficiary: Movant is either (1) named as beneficiary in the security instrument on the subject property (e.g., mortgage or deed of trust) or (2) is the assignee of the beneficiary.
- ☐ Servicing agent authorized to act on behalf of the Holder or Beneficiary.
- ☐ Other (specify):

### 2. The Property at Issue (Property):

#### a. Address:

*Street address:* 727 East 110th Street

*Unit/suite number:*

*City, state, zip code:* Los Angeles, California 90059

- b. Legal description, or document recording number (including county of recording), as set forth in Movant's deed of trust (attached as Exhibit 1 \_\_\_\_\_):

### 3. Bankruptcy Case History:

- a. A ☒ voluntary ☐ involuntary bankruptcy petition under chapter ☒ 7 ☐ 11 ☐ 12 ☐ 13 was filed on (date) 10/29/2021.
- b. ☐ An order to convert this case to chapter ☐ 7 ☐ 11 ☐ 12 ☐ 13 was entered on (date) \_\_\_\_\_.
- c. ☐ A plan, if any, was confirmed on (date) \_\_\_\_\_.

### 4. Grounds for Relief from Stay:

- a. ☒ Pursuant to 11 U.S.C. § 362(d)(1), cause exists to grant Movant relief from stay as follows:
- (1) ☒ Movant's interest in the Property is not adequately protected.
- (A) ☐ Movant's interest in the Property is not protected by an adequate equity cushion.
- (B) ☐ The fair market value of the Property is declining and payments are not being made to Movant sufficient to protect Movant's interest against that decline.
- (C) ☐ Proof of insurance regarding the Property has not been provided to Movant, despite the Debtor's obligation to insure the collateral under the terms of Movant's contract with the Debtor.
- (2) ☐ The bankruptcy case was filed in bad faith.
- (A) ☐ Movant is the only creditor, or one of very few creditors, listed or scheduled in the Debtor's case commencement documents.
- (B) ☐ The Property was transferred to the Debtor either just before the bankruptcy filing or after the filing.
- (C) ☐ A non-individual entity was created just prior to the bankruptcy petition date for the sole purpose of filing this bankruptcy case.
- (D) ☐ Other bankruptcy cases have been filed in which an interest in the Property was asserted.
- (E) ☐ The Debtor filed only a few case commencement documents with the bankruptcy petition. Schedules and the statement of financial affairs (or chapter 13 plan, if appropriate) have not been filed.
- (F) ☐ Other (see attached continuation page).



(3) ☐ (Chapter 12 or 13 cases only)

(A) ☐ All payments on account of the Property are being made through the plan.

☐ Preconfirmation ☐ Postconfirmation plan payments have not been made to the chapter 12 trustee or chapter 13 trustee.

(B) ☐ Postpetition mortgage payments due on the note secured by a deed of trust on the Property have not been made to Movant.

(4) ☐ The Debtor filed a Statement of Intentions that indicates the Debtor intends to surrender the Property.

(5) ☐ The Movant regained possession of the Property on (date) \_\_\_\_\_,  
which is ☐ prepetition ☐ postpetition.

(6) ☒ For other cause for relief from stay, see attached continuation page.

b. ☐ Pursuant to 11 U.S.C. § 362(d)(2)(A), the Debtor has no equity in the Property; and, pursuant to § 362(d)(2)(B), the Property is not necessary to an effective reorganization.

c. ☐ Pursuant to 11 U.S.C. § 362(d)(3), the Debtor has failed, within the later of 90 days after the order for relief or 30 days after the court determined that the Property qualifies as "single asset real estate" as defined in 11 U.S.C. § 101(51B) to file a reasonable plan of reorganization or to commence monthly payments.

d. ☐ Pursuant to 11 U.S.C. § 362(d)(4), the Debtor's filing of the bankruptcy petition was part of a scheme to delay, hinder, or defraud creditors that involved:

(1) ☐ The transfer of all or part ownership of, or other interest in, the Property without the consent of Movant or court approval; or

(2) ☐ Multiple bankruptcy cases affecting the Property.

5. ☐ **Grounds for Annulment of the Stay.** Movant took postpetition actions against the Property or the Debtor.

a. ☐ These actions were taken before Movant knew the bankruptcy case had been filed, and Movant would have been entitled to relief from the stay to proceed with these actions.

b. ☐ Movant knew the bankruptcy case had been filed, but Movant previously obtained relief from stay to proceed with these enforcement actions in prior bankruptcy cases affecting the Property as set forth in Exhibit \_\_\_\_.

c. ☐ Other (specify):

6. **Evidence in Support of Motion: (Declaration(s) MUST be signed under penalty of perjury and attached to this motion)**

a. The REAL PROPERTY DECLARATION on page 6 of this motion.

b. ☐ Supplemental declaration(s).

c. ☒ The statements made by Debtor under penalty of perjury concerning Movant's claims and the Property as set forth in Debtor's case commencement documents. Authenticated copies of the relevant portions of the case commencement documents are attached as Exhibit 4 \_\_\_\_.

d. ☒ Other:

Deed of Trust as Exhibit "1", Note as Exhibit "2", Assignment(s) as Exhibit "3", Schedules as Exhibit "4", and Grant Deeds as Exhibit "5"

7. ☐ **An optional Memorandum of Points and Authorities is attached to this motion.**

**In re: Jesus Chipres Silva, 2:21-bk-19319-BR**  
**Motion for Relief From Automatic Stay, Continuation Page**

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**Additional Grounds for Relief:**

Movant submits that cause exists to grant relief under 11 U.S.C. 362 §(d)(1). 11 U.S.C. 362 §(d)(1) provides that a party may seek relief from stay based upon “cause”.

Cause exists in this matter as Debtor, Jesus Silva (“Debtor”) is not the Movant’s Borrower of Record, which pursuant to the Note and Deed of Trust are Bertha and Cesar Garcia (“Borrowers”). While Debtor listed the second lien with Guild Mortgage within his schedules and even sought a refinance agreement with that creditor, Debtor has appeared to ignore Movant’s first priority lien to date.

On or about June 9, 2010, Borrowers transferred interest in the Property to the Debtor through a Grant Deed recorded on July 16, 2010. According to Movant’s records, Movant’s secured lien was never released and is still of record on title.

Further, “cause” exists due to the severity of default on the loan. In *In re Three Tuns*, the court held, “...the mortgagee is entitled to relief form stay under [§362(d)(1)] “for cause” because of the fact that the debtors are more than two years in arrears on the mortgage.” *In re Three Tuns, Inc.*, 35 B.R. 110 (Bankr. E.D. Pa. 1983). The court further noted that

“Although the Code was intended to afford financially troubled debtors a breathing spell from their creditors, it was not Congress’s intent to allow debtors to remain in their homes while failing to pay the current mortgage payments for over two years. Such is an abuse of the protection given by the Code and is sufficient “cause” to modify the stay pursuant to §362(d)(1).”

*Id.*

Here, a monthly mortgage payment has not been made on the loan since November 1, 2009. The default as of January 4, 2022 is in the amount of \$135,797.14. Considering the cost of sale, there is little to no equity in the Property to adequately protect Movant’s lien, again considering the Debtor has in effect denied its existence.



**Movant requests the following relief:**

1. Relief from the stay is granted under: ☒ 11 U.S.C. § 362(d)(1) ☐ 11 U.S.C. § 362(d)(2) ☐ 11 U.S.C. § 362(d)(3).
2. ☒ Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.
3. ☒ Movant, or its agents, may, at its option, offer, provide and enter into a potential forbearance agreement, loan modification, refinance agreement or other loan workout or loss mitigation agreement. Movant, through its servicing agent, may contact the Debtor by telephone or written correspondence to offer such an agreement.
4. ☐ Confirmation that there is no stay in effect.
5. ☐ The stay is annulled retroactive to the bankruptcy petition date. Any postpetition actions taken by Movant to enforce its remedies regarding the Property shall not constitute a violation of the stay.
6. ☒ The co-debtor stay of 11 U.S.C. § 1201(a) or § 1301(a) is terminated, modified or annulled as to the co-debtor, on the same terms and conditions as to the Debtor.
7. ☒ The 14-day stay prescribed by FRBP 4001(a)(3) is waived.
8. ☐ A designated law enforcement officer may evict the Debtor and any other occupant from the Property regardless of any future bankruptcy filing concerning the Property for a period of 180 days from the hearing on this Motion:  
☐ without further notice, or ☐ upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.
9. ☐ Relief from the stay is granted under 11 U.S.C. § 362(d)(4): If recorded in compliance with applicable state laws governing notices of interests or liens in real property, the order is binding in any other case under this title purporting to affect the Property filed not later than 2 years after the date of the entry of the order by the court, except that a debtor in a subsequent case under this title may move for relief from the order based upon changed circumstances or for good cause shown, after notice and hearing.
10. ☐ The order is binding and effective in any bankruptcy case commenced by or against any debtor who claims any interest in the Property for a period of 180 days from the hearing of this Motion:  
☐ without further notice, or ☐ upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.
11. ☐ The order is binding and effective in any future bankruptcy case, no matter who the debtor may be:  
☐ without further notice, or ☐ upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.
12. ☒ Upon entry of the order, for purposes of Cal. Civ. Code § 2923.5, the Debtor is a borrower as defined in Cal. Civ. Code § 2920.5(c)(2)(C).
13. ☐ If relief from stay is not granted, adequate protection shall be ordered.
14. ☐ See attached continuation page for other relief requested.

Date: 01/21/2022

GHIDOTTI | BERGER LLP

Printed name of law firm (if applicable)

Erica Loftis-Pacheco, Esq.

Printed name of individual Movant or attorney for Movant

/s/ Erica Loftis-Pacheco

Signature of individual Movant or attorney for Movant



## REAL PROPERTY DECLARATION

I, (print name of Declarant) Claudio Chavez, declare:

1. I have personal knowledge of the matters set forth in this declaration and, if called upon to testify, I could and would competently testify thereto. I am over 18 years of age. I have knowledge regarding Movant's interest in the real property that is the subject of this Motion (Property) because (specify):
  - a. ☐ I am the Movant.
  - b. ☒ I am employed by Movant as (state title and capacity): Managing Director with United Asset Management, LLC
  - c. ☐ Other (specify):
2. a. ☒ I am one of the custodians of the books, records and files of Movant that pertain to loans and extensions of credit given to Debtor concerning the Property. I have personally worked on the books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of Movant on behalf of Movant. These books, records and files were made at or about the time of the events recorded, and which are maintained in the ordinary course of Movant's business at or near the time of the actions, conditions or events to which they relate. Any such document was prepared in the ordinary course of business of Movant by a person who had personal knowledge of the event being recorded and had or has a business duty to record accurately such event. The business records are available for inspection and copies can be submitted to the court if required.
  - b. ☐ Other (see attached):
3. The Movant is:
  - a. ☒ Holder: Movant has physical possession of a promissory note that (1) names Movant as the payee under the promissory note or (2) is indorsed to Movant, or indorsed in blank, or payable to bearer. A true and correct copy of the note, with affixed allonges/indorsements, is attached as Exhibit 2.
  - b. ☒ Beneficiary: Movant is either (1) named as beneficiary in the security instrument on the subject property (e.g., mortgage or deed of trust) or (2) is the assignee of the beneficiary. True and correct copies of the recorded security instrument and assignments are attached as Exhibit 1/3.
  - c. ☐ Servicing agent authorized to act on behalf of the:
    - ☐ Holder.
    - ☐ Beneficiary.
  - d. ☐ Other (specify):
4. a. The address of the Property is:

Street address: 727 East 110th Street  
Unit/suite no.:  
City, state, zip code: Los Angeles, California 90059

  - b. The legal description of the Property or document recording number (including county of recording) set forth in the Movant's deed of trust is:

20071262882 recorded on 05/24/2007 in the Official Records Recorder's Office of Los Angeles County

5. Type of property (check all applicable boxes):

- a. ☐ Debtor's principal residence  
b. ☐ Other residence  
c. ☐ Multi-unit residential  
d. ☐ Commercial  
e. ☐ Industrial  
f. ☐ Vacant land  
g. ☒ Other (specify):

6. Nature of the Debtor's interest in the Property:

- a. ☐ Sole owner  
b. ☐ Co-owner(s) (specify):  
c. ☐ Lienholder (specify):  
d. ☒ Other (specify): Debtor acquired interest via Grant Deed  
e. ☒ The Debtor ☒ did ☐ did not list the Property in the Debtor's schedules.  
f. ☒ The Debtor acquired the interest in the Property by ☒ grant deed ☐ quitclaim deed ☐ trust deed.  
The deed was recorded on (date) 07/16/2010.

7. Movant holds a ☒ deed of trust ☐ judgment lien ☐ other (specify) \_\_\_\_\_ that encumbers the Property.

- a. ☒ A true and correct copy of the document as recorded is attached as Exhibit 1.  
b. ☒ A true and correct copy of the promissory note or other document that evidences the Movant's claim is attached as Exhibit 2.  
c. ☒ A true and correct copy of the assignment(s) transferring the beneficial interest under the note and deed of trust to Movant is attached as Exhibit 3.

8. Amount of Movant's claim with respect to the Property:

	PREPETITION	POSTPETITION	TOTAL
a. Principal:	\$	\$	\$ 76,450.75
b. Accrued interest:	\$	\$	\$ 117,144.85
c. Late charges	\$	\$	\$ 6,388.96
d. Costs (attorney's fees, foreclosure fees, other costs):	\$	\$	\$ 1,032.13
e. Advances (property taxes, insurance):	\$	\$	\$
f. Less suspense account or partial balance paid:	\$[ ]	\$[ ]	\$[ ]
g. TOTAL CLAIM as of (date): 01/04/2022	\$	\$	\$ 201,016.69

- h. ☐ Loan is all due and payable because it matured on (date) \_\_\_\_\_

9. Status of Movant's foreclosure actions relating to the Property (fill the date or check the box confirming no such action has occurred):

- a. Notice of default recorded on (date) \_\_\_\_\_ or ☒ none recorded.  
b. Notice of sale recorded on (date) \_\_\_\_\_ or ☒ none recorded.  
c. Foreclosure sale originally scheduled for (date) \_\_\_\_\_ or ☒ none scheduled.  
d. Foreclosure sale currently scheduled for (date) \_\_\_\_\_ or ☒ none scheduled.  
e. Foreclosure sale already held on (date) \_\_\_\_\_ or ☒ none held.  
f. Trustee's deed upon sale already recorded on (date) \_\_\_\_\_ or ☒ none recorded.



10. Attached (optional) as Exhibit \_\_\_\_\_ is a true and correct copy of a POSTPETITION statement of account that accurately reflects the dates and amounts of all charges assessed to and payments made by the Debtor since the bankruptcy petition date.

11. ☒ (chapter 7 and 11 cases only) Status of Movant's loan:

a. Amount of current monthly payment as of the date of this declaration: \$875.15 for the month of January 1, 2022.

b. Number of payments that have come due and were not made: 147. Total amount: \$128,647.05

c. Future payments due by time of anticipated hearing date (if applicable):

An additional payment of \$875.15 will come due on (date) 02/01/2022, and on the 1st day of each month thereafter. If the payment is not received within 15th days of said due date, a late charge of \$43.76 will be charged to the loan.

d. The fair market value of the Property is \$471,000.00, established by:

- (1) ☐ An appraiser's declaration with appraisal is attached as Exhibit \_\_\_\_\_.  
 (2) ☐ A real estate broker or other expert's declaration regarding value is attached as Exhibit \_\_\_\_\_.  
 (3) ☒ A true and correct copy of relevant portion(s) of the Debtor's schedules is attached as Exhibit 4.  
 (4) ☐ Other (specify):

e. Calculation of equity/equity cushion in Property:

Based upon ☐ a preliminary title report ☐ the Debtor's admissions in the schedules filed in this case, the Property is subject to the following deed(s) of trust or lien(s) in the amounts specified securing the debt against the Property:

	Name of Holder	Amount as Scheduled by Debtor (if any)	Amount known to Declarant and Source
1st deed of trust:	Movant	\$	\$201,016.69
2nd deed of trust:	Guild Mortgage Company	\$223,808.00	\$
3rd deed of trust:		\$	\$
Judgment liens:		\$	\$
Taxes:		\$	\$
Other:		\$	\$
<b>TOTAL DEBT: \$424,824.69</b>			

f. Evidence establishing the existence of these deed(s) of trust and lien(s) is attached as Exhibit 4 and consists of:

- (1) ☐ Preliminary title report.  
 (2) ☒ Relevant portions of the Debtor's schedules.  
 (3) ☐ Other (specify):

g. ☐ **11 U.S.C. § 362(d)(1) - Equity Cushion:**

I calculate that the value of the "equity cushion" in the Property exceeding Movant's debt and any lien(s) senior to Movant's debt is \$\_\_\_\_\_ and is \_\_\_\_\_% of the fair market value of the Property.

h. ☐ **11 U.S.C. § 362(d)(2)(A) - Equity:**

By subtracting the total amount of all liens on the Property from the value of the Property as set forth in Paragraph 11(e) above, I calculate that the Debtor's equity in the Property is \$\_\_\_\_\_.

- i. ☒ Estimated costs of sale: \$37,680.00 (estimate based upon 8 % of estimated gross sales price)
- j. ☐ The fair market value of the Property is declining because:

12. ☐ (Chapter 12 and 13 cases only) Status of Movant's loan and other bankruptcy case information:

- a. A 341(a) meeting of creditors is currently scheduled for (or concluded on) the following date: \_\_\_\_\_.  
A plan confirmation hearing currently scheduled for (or concluded on) the following date: \_\_\_\_\_.  
A plan was confirmed on the following date (if applicable): \_\_\_\_\_.

- b. Postpetition preconfirmation payments due BUT REMAINING UNPAID since the filing of the case:

Number of Payments	Number of Late Charges	Amount of Each Payment or Late Charge	Total
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

(See attachment for additional breakdown of information attached as Exhibit \_\_\_\_\_.)

- c. Postpetition postconfirmation payments due BUT REMAINING UNPAID since the filing of the case:

Number of Payments	Number of Late Charges	Amount of each Payment or Late Charge	Total
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

- d. Postpetition advances or other charges due but unpaid: \$  
(For details of type and amount, see Exhibit \_\_\_\_)
- e. Attorneys' fees and costs: \$  
(For details of type and amount, see Exhibit \_\_\_\_)
- f. Less suspense account or partial paid balance: \$[ ]
- TOTAL POSTPETITION DELINQUENCY: \$

- g. Future payments due by time of anticipated hearing date (if applicable): \_\_\_\_\_.  
An additional payment of \$\_\_\_\_\_ will come due on \_\_\_\_\_, and on the \_\_\_\_\_ day of each month thereafter. If the payment is not received by the \_\_\_\_\_ day of the month, a late charge of \$\_\_\_\_\_ will be charged to the loan.

- h. Amount and date of the last 3 postpetition payments received from the Debtor in good funds, regardless of how applied (if applicable):

\$\_\_\_\_\_ received on (date) \_\_\_\_\_  
\$\_\_\_\_\_ received on (date) \_\_\_\_\_  
\$\_\_\_\_\_ received on (date) \_\_\_\_\_

- i. ☐ The entire claim is provided for in the chapter 12 or 13 plan and postpetition plan payments are delinquent. A plan payment history is attached as Exhibit \_\_\_\_\_. See attached declaration(s) of chapter 12 trustee or 13 trustee regarding receipt of payments under the plan (attach LBR form F 4001-1.DEC.AGENT.TRUSTEE).

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.




13. ☐ Proof of insurance regarding the Property has not been provided to Movant, despite the Debtor's obligation to insure the collateral under the terms of Movant's contract with the Debtor.
14. ☐ The court determined on (date) \_\_\_\_\_ that the Property qualifies as "single asset real estate" as defined in 11 U.S.C. § 101(51B). More than 90 days have passed since the filing of the bankruptcy petition; more than 30 days have passed since the court determined that the Property qualifies as single asset real estate; the Debtor has not filed a plan of reorganization that has a reasonable possibility of being confirmed within a reasonable time; or the Debtor has not commenced monthly payments to Movant as required by 11 U.S.C. § 362(d)(3).
15. ☐ The Debtor's intent is to surrender the Property. A true and correct copy of the Debtor's statement of intentions is attached as Exhibit \_\_\_\_\_.
16. ☐ Movant regained possession of the Property on (date) \_\_\_\_\_, which is ☐ prepetition ☐ postpetition.
17. ☐ The bankruptcy case was filed in bad faith:
- a. ☐ Movant is the only creditor or one of few creditors listed in the Debtor's case commencement documents.
  - b. ☐ Other bankruptcy cases have been filed in which an interest in the Property was asserted.
  - c. ☐ The Debtor filed only a few case commencement documents. Schedules and a statement of financial affairs (or chapter 13 plan, if appropriate) have not been filed.
  - d. ☐ Other (specify): \_\_\_\_\_
18. ☐ The filing of the bankruptcy petition was part of a scheme to delay, hinder, or defraud creditors that involved:
- a. ☐ The transfer of all or part ownership of, or other interest in, the Property without the consent of Movant or court approval. See attached continuation page for facts establishing the scheme.
  - b. ☐ Multiple bankruptcy cases affecting the Property include:
    - 1. Case name: \_\_\_\_\_  
Chapter: \_\_\_\_\_ Case number: \_\_\_\_\_  
Date dismissed: \_\_\_\_\_ Date discharged: \_\_\_\_\_ Date filed: \_\_\_\_\_  
Relief from stay regarding the Property ☐ was ☐ was not granted.
    - 2. Case name: \_\_\_\_\_  
Chapter: \_\_\_\_\_ Case number: \_\_\_\_\_  
Date dismissed: \_\_\_\_\_ Date discharged: \_\_\_\_\_ Date filed: \_\_\_\_\_  
Relief from stay regarding the Property ☐ was ☐ was not granted.
    - 3. Case name: \_\_\_\_\_  
Chapter: \_\_\_\_\_ Case number: \_\_\_\_\_  
Date dismissed: \_\_\_\_\_ Date discharged: \_\_\_\_\_ Date filed: \_\_\_\_\_  
Relief from stay regarding the Property ☐ was ☐ was not granted.
- ☐ See attached continuation page for information about other bankruptcy cases affecting the Property.
- ☐ See attached continuation page for facts establishing that the multiple bankruptcy cases were part of a scheme to delay, hinder, or defraud creditors.

19. ☐ Enforcement actions taken after the bankruptcy petition was filed are specified in the attached supplemental declaration(s).
- a. ☐ These actions were taken before Movant knew the bankruptcy petition had been filed, and Movant would have been entitled to relief from stay to proceed with these actions.
- b. ☐ Movant knew the bankruptcy case had been filed, but Movant previously obtained relief from stay to proceed with these enforcement actions in prior bankruptcy cases affecting the Property as set forth in Exhibit \_\_\_\_.
- c. ☐ For other facts justifying annulment, see attached continuation page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

1-20-22  
Date

Claudio Chavez  
Printed name

  
Signature



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
1920 Old Tustin Avenue, Santa Ana, CA 92705

A true and correct copy of the foregoing document entitled: **NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (with supporting declarations) (REAL PROPERTY)** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 01/21/2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Debtors Counsel: Francis Guilardi, fguilardilaw@gmail.com

Trustee: Howard M Ehrenberg, ehrenbergtrustee@sulmeyerlaw.com

U.S. Trustee: ustpreion16.la.ecf@usdoj.gov

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) 01/21/2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor: Jesus Chipres Silva, 727 E 110<sup>th</sup> Street, Los Angeles, California 90059

Non-Filing Borrowers: Bertha and Cesar Garcia, 727 E 110<sup>th</sup> Street, Los Angeles, California 90059

Judge's Copy: Hon. Barry Russell, 255 E. Temple Street, Suite 1660/Courtroom 1668, Los Angeles, CA 90012

Guild Mortgage Company, P.O. Box 85046, San Diego, CA 92186

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

01/21/2022

Ana Palacios

/s/ Ana Palacios

*Date*

*Printed Name*

*Signature*

# EXHIBIT “1”



AUS# [REDACTED]



Fidelity National Title Company

Recording Requested By:  
CALIFORNIA FINANCIAL  
INC., DBA CALIFORNIA  
SERVICES

And After Recording Return To:  
CALIFORNIA FINANCIAL  
INC., DBA CALIFORNIA  
SERVICES  
4940 IRVINE BOULEVARD,  
IRVINE, CALIFORNIA 92620

SPACE ABOVE FOR RECORDERS USE

Order No.

**TITLE(s) OF DOCUMENT**

DEED OF TRUST

Assessors Identification Number (AIN) \_\_\_\_\_



Fidelity National Title Company

Recording Requested By:

CALIFORNIA FINANCIAL GROUP, INC.,  
DBA CALIFORNIA FINANCIAL SERVICES  
4940 IRVINE BOULEVARD, SUITE 111  
IRVINE, CALIFORNIA 92620

05/24/07



20071262882

And After Recording Return To:

CALIFORNIA FINANCIAL GROUP, INC.,  
DBA CALIFORNIA FINANCIAL SERVICES  
4940 IRVINE BOULEVARD, SUITE 111  
IRVINE, CALIFORNIA 92620

Loan Number: [REDACTED]

[REDACTED]  
[REDACTED]  
[Space Above This Line For Recording Data]

**DEED OF TRUST**

MIN: [REDACTED]

THIS DEED OF TRUST is made this 8th day of MAY, 2007 among the Trustor,  
BERTHA GARCIA AND CESAR GARCIA WIFE AND HUSBAND AS JOINT TENANTS

(herein "Borrower"),  
FIDELITY NATIONAL TITLE COMPANY, 3760 KILROY AIRPORT WAY SUITE  
110, LONG BEACH, CALIFORNIA 90806 (herein "Trustee"),  
and the Beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as  
hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of  
Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.  
CALIFORNIA FINANCIAL GROUP, INC., DBA CALIFORNIA FINANCIAL  
SERVICES, A CALIFORNIA CORPORATION  
is organized and existing under the laws of CALIFORNIA and has an address of  
4940 IRVINE BOULEVARD, SUITE 111, IRVINE, CALIFORNIA 92620

(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants  
and conveys to Trustee, in trust, with power of sale, the following described property located in the County of

LOS ANGELES, State of California:  
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N.: 6071-008-009

THIS DEED OF TRUST IS SECOND  
AND SUBORDINATE TO A FIRST  
DEED OF TRUST RECORDING  
CONCURRENTLY HEREWITH.

which has the address of 727 EAST 110TH STREET

LOS ANGELES

[City]

, California

[Street]

90059

[Zip Code]

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property"; Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or cancelling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated MAY 8, 2007 and extensions and renewals thereof (herein "Note"), in the principal sum of EIGHTY-TWO THOUSAND AND 00/100 Dollars (U.S. \$ 82,000.00), with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 1, 2022; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents



as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation,

are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.



**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgement enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited

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to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**20. Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

**21. Substitute Trustee.** Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**22. Request for Notices.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

**23. Statement of Obligations.** Lender may collect a fee not to exceed \$15 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**24. The following Riders are to be executed by Borrower [check box as applicable]:**

☐ Adjustable Rate Rider  
☒ Balloon Rider  
☐ 1-4 Family Rider

☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Biweekly Payment Rider

☐ Second Home Rider  
☒ Other(s) [specify]  
PREPAYMENT RIDER

07 1262882



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action. In accordance with Section 2924B, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, records of \_\_\_\_\_ County, (or filed for record with recorder's \_\_\_\_\_ County), California, executed by serial number \_\_\_\_\_

as trustor (or mortgagor) in which  
is named as beneficiary (or mortgagee) and  
as trustee be mailed to  
at

**NOTICE:** A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

Signature: \_\_\_\_\_

IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 7 of this Deed of Trust.

Bertha Garcia  
BERTHA GARCIA -Borrower

Cesar Garcia  
CESAR GARCIA -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

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[Space Below This Line For Acknowledgment]

State of California )  
 ) ss.  
County of LOS ANGELES )

On MAY 9, 2007 before me, EDGARDO GALLARDO, NOTARY PUBLIC  
personally appeared BERTHA GARCIA AND CESAR GARCIA

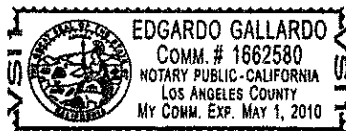
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
NOTARY SIGNATURE

EDGARDO GALLARDO  
(Typed Name of Notary)

NOTARY SEAL



07 1262882



Loan Number: [REDACTED]

## **PREPAYMENT RIDER** **(Multi-State)**

This Prepayment Rider is made this 8th day of MAY, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to CALIFORNIA FINANCIAL GROUP, INC., DBA CALIFORNIA FINANCIAL SERVICES, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at 727 EAST 110TH STREET, LOS ANGELES, CALIFORNIA 90059 (the "Property").

**Additional Covenants.** Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." A "full prepayment" is the prepayment of the entire unpaid principal due under the Note. A payment of only part of the unpaid principal is known as a "partial prepayment."

If, within the 36 month(s) period beginning with the date Borrower executes the Note (the "Penalty Period"), Borrower makes a full prepayment, or partial prepayment in any twelve (12)-month period that exceeds 20% of the original principal loan amount, Borrower will pay a prepayment charge as consideration for the Note Holder's acceptance of such prepayment. The prepayment charge will equal the amount of interest that would accrue during a six (6)-month period on the amount prepaid that exceeds 20% of the original principal balance of the Note, calculated at the rate of interest in effect under the terms of the Note at the time of the prepayment, unless otherwise prohibited by applicable law or regulation. No prepayment charge will be assessed for any prepayment occurring after the Penalty Period.

Notwithstanding the foregoing, in the event of a full prepayment concurrent with a bona fide sale of the Property to an unrelated third party after the first 36 month(s) of the term of the Note, no prepayment penalty will be assessed. In that event, Borrower agrees to provide the Note Holder with evidence acceptable to the Note Holder of such sale.

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By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

Bertha Garcia (Seal)  
BERTHA GARCIA -Borrower

Cesar Garcia (Seal)  
CESAR GARCIA -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

07 1262882



MIN:

Loan Number:

## BALLOON RIDER SECOND MORTGAGE

This Balloon Rider is made this 8th day of MAY, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to CALIFORNIA FINANCIAL GROUP, INC., DBA CALIFORNIA FINANCIAL SERVICES, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at 727 EAST 110TH STREET, LOS ANGELES, CALIFORNIA 90059

(the "Property").

**Additional Covenants.** Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Bertha Garcia (Seal)  
BERTHA GARCIA -Borrower

Cesar Garcia (Seal)  
CESAR GARCIA -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

5

Loan Number: [REDACTED]

Date: MAY 8, 2007

Property Address: 727 EAST 110TH STREET, LOS ANGELES, CALIFORNIA 90059

**EXHIBIT "A"****LEGAL DESCRIPTION**

A.P.N. # : [REDACTED]

01 12 2022

15

A

**EXHIBIT "ONE"**

Lot 9 in Block 43 of Tract No. 6478, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 68 Pages 93 to 99 inclusive of Maps, in the office of the County Recorder of said county.

Assessor's Parcel No. [REDACTED]

07 1262882



# EXHIBIT “2”

**THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH MAY REQUIRE A  
BALLOON PAYMENT AT MATURITY.**

MIN:

**NOTE**

Loan Number:

MAY 8, 2007  
Date

IRVINE  
City

CALIFORNIA  
State

727 EAST 110TH STREET, LOS ANGELES, CALIFORNIA 90059

Property Address

City

State

Zip Code

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 82,000.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is CALIFORNIA FINANCIAL GROUP, INC., DBA CALIFORNIA FINANCIAL SERVICES, A CALIFORNIA CORPORATION (CEL # 00790591). I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

**2. INTEREST**

I will pay interest at a yearly rate of 12.500 %.  
Interest will be charged on unpaid principal until the full amount of principal has been paid.

**3. PAYMENTS**

I will pay principal and interest by making payments each month of U.S. \$ 875.15.  
I will make my payments on the 1st day of each month beginning on JULY 1, 2007.  
I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on JUNE 1, 2022, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at 4940 IRVINE BOULEVARD, SUITE 111,  
IRVINE, CALIFORNIA 92620

or at a different place if required by the Note Holder.

**4. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will promptly pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment, but not less than U.S. \$ N/A and not more than U.S. \$ N/A. I will pay this late charge only once on any late payment.

**(B) Notice From Note Holder**

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

**(C) Default**

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**5. THIS NOTE SECURED BY A DEED OF TRUST**

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated the same day as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

**6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE**

\*\* See attached Prepayment  
Note Addendum.

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

**7. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

**8. GIVING OF NOTICES**

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.



Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

#### 9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

**NOTICE TO BORROWER:** Do not sign this Note if it contains blank spaces. All spaces should be completed before you sign.

Bertha Garcia (Seal)  
BERTHA GARCIA -Borrower

Cesar Garcia (Seal)  
CESAR GARCIA -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

PAY TO THE ORDER OF:  
LEHMAN BROTHERS BANK, FSB WITHOUT RECOURSE

CALIFORNIA FINANCIAL GROUP, INC., DBA CALIFORNIA  
FINANCIAL SERVICES, A CALIFORNIA CORPORATION

BY: \_\_\_\_\_

ITS:

Pay To The Order Of

Without Recourse  
Lehman Brothers Bank, FSB

By: Leo C. Trautman, Jr.  
Leo C. Trautman, Jr.  
Vice President

[Sign Original Only]

PAY TO THE ORDER OF  
Lehman Brothers Bank, FSB  
Lehman Brothers Bank, FSB  
WITHOUT RECOURSE  
LEHMAN BROTHERS HOLDINGS INC.  
By: Paul E. Sveen  
PAUL E. SVEEN  
AUTHORIZED SIGNATORY

Pay To The Order Of  
Lehman Brothers Holding Inc  
Without Recourse  
Lehman Brothers Bank, FSB  
By: E. Todd Whittemore  
E. Todd Whittemore  
Vice President

MIN: [REDACTED]

Loan Number: [REDACTED]

## BALLOON NOTE ADDENDUM SECOND MORTGAGE

This Balloon Note Addendum is made this 8th day of MAY, 2007 and is incorporated into and shall be deemed to amend and supplement the Note of the same date (the "Note") made by the undersigned (the "Borrower") to evidence indebtedness to CALIFORNIA FINANCIAL GROUP, INC., DBA CALIFORNIA FINANCIAL SERVICES, A CALIFORNIA CORPORATION (the "Lender"), which debt is secured by a Mortgage or Deed of Trust or comparable security instrument (the "Security Instrument") of the same date and covering the property described in the Security Instrument and located at 727 EAST 110TH STREET, LOS ANGELES, CALIFORNIA 90059

(the "Property").

**Additional Covenants.** Notwithstanding anything to the contrary set forth in the Note, Borrower and Lender further covenant and agree as follows:

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

If, on JUNE 1, 2022  
date, which is called the "Maturity Date."

I still owe amounts under this Note, I will pay those amounts in full on that

All other provisions of the Note are unchanged and remain in full force and effect.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Bertha Garcia (Seal)  
BERTHA GARCIA -Borrower

Cesar Garcia (Seal)  
CESAR GARCIA -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

MIN: [REDACTED]

Loan Number: [REDACTED]

## **PREPAYMENT NOTE ADDENDUM (Multi-State)**

This Prepayment Note Addendum is made this 8th day of MAY, 2007 and is incorporated into and shall be deemed to amend and supplement the Note of the same date (the "Note") made by the undersigned (the "Borrower") to evidence indebtedness to CALIFORNIA FINANCIAL GROUP, INC., DBA CALIFORNIA FINANCIAL SERVICES, A CALIFORNIA CORPORATION (the "Lender"), which debt is secured by a Mortgage or Deed of Trust or comparable security instrument (the "Security Instrument") of the same date and covering the property described in the Security Instrument and located at 727 EAST 110TH STREET, LOS ANGELES, CALIFORNIA 90059 (the "Property").

**Additional Covenants.** Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender covenant, and agree that, the provisions of the section of the Note entitled "BORROWER'S RIGHT TO PREPAY" are amended to read as follows:

Subject to the Prepayment penalty provided below, I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." A "Full Prepayment" is the prepayment of the entire unpaid Principal due under the Note. A payment of only part of the unpaid Principal is known as a "Partial Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

If, within the 36 month(s) period beginning with the date I execute the Note (the "Penalty Period"), I make a Full Prepayment, or Partial Prepayment in any twelve (12)-month period that exceeds 20% of the original Principal loan amount, I will pay a Prepayment charge as consideration for the Note Holder's acceptance of such Prepayment. The Prepayment charge will equal the amount of interest that would accrue during a six (6)-month period on the amount prepaid that exceeds 20% of the original Principal balance of the Note, calculated at the rate of interest in effect under the terms of the Note at the time of the Prepayment, unless otherwise prohibited by applicable law or regulation. No Prepayment charge will be assessed for any prepayment occurring after the Penalty Period.

Notwithstanding the foregoing, in the event of a Full Prepayment concurrent with a bona fide sale of the Property to an unrelated third party after the first 36 month(s) of the term of the Note, no Prepayment penalty will be assessed. In that event, I agree to provide the Note Holder with evidence acceptable to the Note Holder of such sale.

The Note Holder will apply all Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a Partial Prepayment, there will be no change in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes.

If my Note is an Adjustable Rate Note, Partial Prepayments may reduce the amount of my monthly payment after the first interest rate Change Date following the Partial Prepayment. However, any reduction due to my Partial Prepayment may be offset by an interest rate increase.



The Note Holder's failure to collect a Prepayment charge at the time a Prepayment is received shall not be deemed a waiver of such charge. Any Prepayment charge not collected at the time the Prepayment is received shall be payable on demand.

All other provisions of the Note are unchanged and remain in full force and effect.

#### NOTICE TO BORROWER

Do not sign this Addendum before you read it. This Addendum provides for the payment of a Prepayment charge if you wish to repay the loan prior to the date provided for repayment in the Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED:

Bertha Garcia (Seal)  
BERTHA GARCIA -Borrower

Cesar Garcia (Seal)  
CESAR GARCIA -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

# EXHIBIT “3”

This page is part of your document - DO NOT DISCARD



**20211712742**



Pages:  
**0003**

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

**11/18/21 AT 08:00AM**

FEES :	23.00
TAXES :	0.00
OTHER :	0.00
SB2 :	75.00
PAID :	98.00

**LEADSHEET**

SEQ:  
01

SECURE - 8:00AM



**THIS FORM IS NOT TO BE DUPLICATED**



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:  
United Asset Management, LLC  
18682 Beach Boulevard, Suite 250  
Huntington Beach, California 92648  
UAM LOAN NO. [REDACTED]

Space above this line for recorder's use only

## ASSIGNMENT OF DEED OF TRUST

MERS MIN: [REDACTED]

MERS Phone Number: (888) 679-6377

For Valuable Consideration, the undersigned beneficiary MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR CALIFORNIA FINANCIAL GROUP, INC. DBA CALIFORNIA FINANCIAL SERVICES, ITS SUCCESSORS & ASSIGNS (P.O Box 2026, Flint, MI 48501-2026) (Assignor) hereby grants, assigns and transfers to UNITED ASSET MANAGMENT, LLC, whose address is 18682 Beach Boulevard, Suite 250, Huntington Beach, California 92648, (Assignee) its interest under that certain Deed of Trust executed by BERTHA GARCIA AND CESAR GARCIA WIFE AND HUSBAND AS JOINT TENANTS to FIDELITY NATIONAL TITLE COMPANY as Trustee, dated 5/8/2007 for the sum of \$82,000.00 and recorded in the Official Records of the State of CALIFORNIA, County of LOS ANGELES, on 5/24/2007, as Document No. 20071262882, Book N/A & Page N/A.

Property Address: **727 EAST 110TH STREET, LOS ANGELES CA 90059**

Legal Description: LOT 9 IN BLOCK 43 OF TRACT NO. 6478, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 68, PAGES 93 TO 99 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Parcel ID Number: 6071-008-009

IN WITNESS WHEREOF, the assignor has executed these presents on this 5<sup>TH</sup> day of August, 2021.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. AS NOMINEE FOR  
CALIFORNIA FINANCIAL GROUP, INC.  
DBA CALIFORNIA FINANCIAL  
SERVICES



By: JESSE SOTELO

Its: VICE PRESIDENT

<NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE>

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

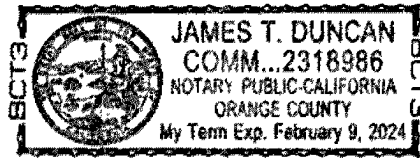
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On August 5, 2021, before me, James T. Duncan personally appeared Jesse Sotelo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature



(Seal)

# EXHIBIT “4”

**Fill in this information to identify your case and this filing:**

Debtor 1	<b>Jesus Chipres Silva</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number			

☐ Check if this is an amended filing

## Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**

**1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?**

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

**727 East 110th Street**

Street address, if available, or other description

**Los Angeles CA 90059-0000**

City State ZIP Code

**Los Angeles**

County

**What is the property?** Check all that apply

- ☐ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other

**Who has an interest in the property?** Check one

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

**2 Bedrooms and 2 bathrooms /948 sqft  
Lot Size 4802 sqft  
Purchases date: 07/16/2010  
Purchases price: \$115,000.00**

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?  
**\$471,000.00**

Current value of the portion you own?  
**\$471,000.00**

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Fee simple**

☐ Check if this is community property (see instructions)

**2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>**

**\$471,000.00**

**Part 2: Describe Your Vehicles**

**Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not?** Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.



Debtor 1 **Jesus Chipres Silva** Case number (if known) \_\_\_\_\_

3. **Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

- ☐ No  
☒ Yes

3.1 Make: **Nissan**  
Model: **Frontier Crew Cab SV 2WD**  
Year: **2014**  
Approximate mileage: **108174**  
Other information:

**This car is encumbered by security interest with Wilshire Commercial Capital for \$6,015.00**

**Who has an interest in the property?** Check one

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
  
☐ Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<b>\$14,650.00</b>	<b>\$14,650.00</b>

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**

*Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories*

- ☒ No  
☐ Yes

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

**\$14,650.00**

**Part 3: Describe Your Personal and Household Items**

**Do you own or have any legal or equitable interest in any of the following items?**

**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.

6. **Household goods and furnishings**

*Examples: Major appliances, furniture, linens, china, kitchenware*

- ☐ No  
☒ Yes. Describe.....

**Miscellaneous, household, goods, furnishing, furniture.**

**\$2,000.00**

7. **Electronics**

*Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games*

- ☐ No  
☒ Yes. Describe.....

**Television, stereo, home theatre sound system, play station, computer, kitcehn appliances. laundry appliances and other items of personal use**

**\$3,000.00**

8. **Collectibles of value**

*Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles*

- ☒ No  
☐ Yes. Describe.....

9. **Equipment for sports and hobbies**

*Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments*

- ☒ No  
☐ Yes. Describe.....

Debtor 1 **Jesus Chipres Silva**

Case number (if known)

**10. Firearms**

*Examples:* Pistols, rifles, shotguns, ammunition, and related equipment

- ☒ No  
☐ Yes. Describe.....

**11. Clothes**

*Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- ☐ No  
☒ Yes. Describe.....

**Clothing, shoes, hats, jackets, and other personal effects.**

**\$600.00**

**12. Jewelry**

*Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- ☒ No  
☐ Yes. Describe.....

**13. Non-farm animals**

*Examples:* Dogs, cats, birds, horses

- ☒ No  
☐ Yes. Describe.....

**14. Any other personal and household items you did not already list, including any health aids you did not list**

- ☒ No  
☐ Yes. Give specific information.....

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....**

**\$5,600.00**

**Part 4: Describe Your Financial Assets**

**Do you own or have any legal or equitable interest in any of the following?**

**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.

**16. Cash**

*Examples:* Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- ☐ No  
☒ Yes.....

**Cash in debtor's possession**

**\$50.00**

**17. Deposits of money**

*Examples:* Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- ☐ No  
☒ Yes.....

Institution name:

**17.1. Joint checking account #1657**

**Wells Fargo Bank  
Los Angeles branch**

**\$50.00**

**18. Bonds, mutual funds, or publicly traded stocks**

*Examples:* Bond funds, investment accounts with brokerage firms, money market accounts

- ☒ No  
☐ Yes..... Institution or issuer name:

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

- ☒ No

Debtor 1 **Jesus Chipres Silva** Case number (if known) \_\_\_\_\_

☐ Yes. Give specific information about them.....

Name of entity:

% of ownership:

**20. Government and corporate bonds and other negotiable and non-negotiable instruments**

*Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders.

*Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them.

☒ No

☐ Yes. Give specific information about them

Issuer name:

**21. Retirement or pension accounts**

*Examples:* Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☐ No

☒ Yes. List each account separately.

Type of account:

Institution name:

**401-K Retirement Plan**

**John Hancock**

**\$13,000.00**

**22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company

*Examples:* Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No

☐ Yes. ....

Institution name or individual:

**23. Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)

☒ No

☐ Yes.....

Issuer name and description.

**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No

☐ Yes.....

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**

☒ No

☐ Yes. Give specific information about them...

**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property**

*Examples:* Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No

☐ Yes. Give specific information about them...

**27. Licenses, franchises, and other general intangibles**

*Examples:* Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No

☐ Yes. Give specific information about them...

**Money or property owed to you?**

**Current value of the portion you own?**

Do not deduct secured claims or exemptions.

**28. Tax refunds owed to you**

☒ No

☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

**29. Family support**

*Examples:* Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No

☐ Yes. Give specific information.....

Debtor 1 **Jesus Chipres Silva**

Case number (if known) \_\_\_\_\_

**30. Other amounts someone owes you**

*Examples:* Unpaid wages, disability insurance payments, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No

☐ Yes. Give specific information..

**31. Interests in insurance policies**

*Examples:* Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☒ No

☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund  
value:

**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No

☐ Yes. Give specific information..

**33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**

*Examples:* Accidents, employment disputes, insurance claims, or rights to sue

☒ No

☐ Yes. Describe each claim.....

**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**

☒ No

☐ Yes. Describe each claim.....

**35. Any financial assets you did not already list**

☒ No

☐ Yes. Give specific information..

**36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....**

**\$13,100.00**

**Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.**

**37. Do you own or have any legal or equitable interest in any business-related property?**

☒ No. Go to Part 6.

☐ Yes. Go to line 38.

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**

If you own or have an interest in farmland, list it in Part 1.

**46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

☒ No. Go to Part 7.

☐ Yes. Go to line 47.

**Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above**



Debtor 1 **Jesus Chipres Silva**

Case number (if known)

53. **Do you have other property of any kind you did not already list?**

*Examples:* Season tickets, country club membership

☐ No

☒ Yes. Give specific information.....

**Workers Compensation**

Injury of right foot ankle, lower back, right middle finger and right hand, psychological trauma, anxiety and depression.

Levin & Nalbandyan, LLP

811 Wilshire Blvd. Suite 800

Los Angeles, CA 90017-1854

Phone: 213-232-4848 | Fax: 213-232-4849

Email: rlevin@lntriallawyers.com

**\$150,000.00**

54. **Add the dollar value of all of your entries from Part 7. Write that number here** .....

**\$150,000.00**

**Part 8:** List the Totals of Each Part of this Form

55. <b>Part 1: Total real estate, line 2</b> .....	<b>\$471,000.00</b>
56. <b>Part 2: Total vehicles, line 5</b>	<b>\$14,650.00</b>
57. <b>Part 3: Total personal and household items, line 15</b>	<b>\$5,600.00</b>
58. <b>Part 4: Total financial assets, line 36</b>	<b>\$13,100.00</b>
59. <b>Part 5: Total business-related property, line 45</b>	<b>\$0.00</b>
60. <b>Part 6: Total farm- and fishing-related property, line 52</b>	<b>\$0.00</b>
61. <b>Part 7: Total other property not listed, line 54</b> +	<b>\$150,000.00</b>
62. <b>Total personal property. Add lines 56 through 61...</b>	<b>\$183,350.00</b>
63. <b>Total of all property on Schedule A/B. Add line 55 + line 62</b>	<b>\$654,350.00</b>

Copy personal property total

**\$183,350.00**

**Fill in this information to identify your case:**

Debtor 1	<b>Jesus Chipres Silva</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106D

**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

**1. Do any creditors have claims secured by your property?**

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

**Part 1: List All Secured Claims**

**2. List all secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
<b>2.1 Guild Mortgage Company</b> <small>Creditor's Name</small>  <b>P.O. Box 85046</b> <b>San Diego, CA 92186</b> <small>Number, Street, City, State &amp; Zip Code</small>	<b>Describe the property that secures the claim:</b> <b>727 East 110th Street Los Angeles, CA 90059 Los Angeles County</b> <b>2 Bedrooms and 2 bathrooms /948 sqft</b> <b>Lot Size 4802 sqft</b> <b>Purchases date: 07/16/2010</b> <b>Purchases price: \$115,000.00</b> <b>As of the date you file, the claim is:</b> Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Nature of lien.</b> Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset)	<b>\$223,808.00</b>	<b>\$471,000.00</b>
		<b>\$0.00</b>	

**Who owes the debt?** Check one.  
☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim relates to a community debt

**Home Mortgage Loan**

Date debt was incurred \_\_\_\_\_ Last 4 digits of account number **2415**

Debtor 1 **Jesus Chipres Silva** Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

2.2	<b>Wilshire Commercial Capital</b> Creditor's Name  <b>4751 Wilshire Blvd. Suite 100</b> <b>Los Angeles, CA 90010</b> Number, Street, City, State & Zip Code	Describe the property that secures the claim: <b>2014 Nissan Frontier Crew Cab SV</b> <b>2WD 108174 miles</b>  As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Nature of lien.</b> Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset)	<b>\$6,015.00</b>	<b>\$14,650.00</b>	<b>\$0.00</b>
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**Who owes the debt?** Check one.  
☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim relates to a community debt

**Car Loan**

Date debt was incurred **05/05/2021** Last 4 digits of account number **1857**

Add the dollar value of your entries in Column A on this page. Write that number here:	<b>\$229,823.00</b>
If this is the last page of your form, add the dollar value totals from all pages. Write that number here:	<b>\$229,823.00</b>

**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

# EXHIBIT “5”



This page is part of your document - DO NOT DISCARD



**20100977461**



Pages:  
0003

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

07/16/10 AT 01:24PM

FEES:	22.00
TAXES:	0.00
OTHER:	0.00
PAID:	22.00

LEADSHEET

SEQ:  
01

Daily ERDS

THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:	
ORDER # [REDACTED]	
APN # [REDACTED]	
WHEN RECORDED MAIL TO: JESUS CHIPRES SILVA	
SPACE ABOVE THIS LINE FOR RECORDER'S USE	

## INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution Article 13 A 1 et seq.)

The undersigned Grantor(s) declare(s)

THERE IS NO CONSIDERATION FOR THIS TRANSFER and it is exempt from Documentary Transfer Tax pursuant to SS11911 of the Revenue and Taxation Code.

This is an INTERSPOUSAL TRANSFER under ss 63 of the Revenue and Taxation Code.

(X) This conveyance establishes the sole and separate property of spouse, R & T 11911

GRANTOR(S): LUZ MARIA EQUIHUA, Spouse of grantee

hereby GRANT(S) TO: JESUS CHIPRES SILVA, a married man, as his sole and separate property

the real property in the City of Los Angeles, County of Los Angeles State of California, described as:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADES A PART HEREOF AS EXHIBIT "A"

IT IS THE EXPRESSED INTENT OF THE GRANTOR, BEING THE SPOUSE OF THE GRANTEE, TO CONVEY ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR, COMMUNITY OR OTHERWISE, IN AND TO THE HEREIN DESCRIBED PROPERTY, TO THE GRANTEE AS HIS/HER SOLE AND SEPARATE PROPERTY.

Date: July 8, 2010

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

Luz Maria Equihua  
Luz Maria Equihua

On 7-9-10 before me, Elizabeth Mary Quiroz, a notary public,  
personally appeared Luz Maria Equihua

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Witness my hand and official Seal  
Signature [Signature]

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE: 727 East 110th Street Los Angeles, CA 90059

**Order Number:** [REDACTED]

**Exhibit A**  
**Legal Description**

All that certain real property in the County of LOS ANGELES, State of California, described as follows:

LOT 9 IN BLOCK 43 OF TRACT NO. 6478, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 68, PAGES 93 TO 99 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

This page is part of your document - DO NOT DISCARD



**20100977463**



Pages:  
0003

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

07/16/10 AT 01:24PM

FEES:	42.00
TAXES:	644.00
OTHER:	0.00
PAID:	686.00

LEADSHEET

SEQ:  
03

Daily ERDS

THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

Investors Title Company

WHEN RECORDED MAIL TO:

Jesus Chipres  
727 East 110th Street  
Los Angeles, CA 90059

## GRANT DEED

The undersigned Grantor(s) declare(s):

Documentary transfer tax is \$ 126.50

ESCROW NO.: 10664-10L

CITY TAX IS \$517.50

(x) computed on full value of property  
conveyed, OR

ASSESSOR'S PARCEL NO.: 6071-008-009

( ) computed on the full value less liens of  
encumbrances remaining at the time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged:  
**Bertha Garcia And Cesar Garcia, , wife and husband as joint tenants**

hereby GRANT(S) to **Jesus Chipres, , A Married Man** as his sole and separate property

The following real property in the City of Los Angeles, County of Los Angeles Los Angeles, State of  
California:

described as: LEGAL DESCRIPTION IS ATTACHED HERETO AND MADES A PART HEREOF AS  
EXHIBIT "A" Exact Legal Description To Follow

More commonly known as: 727 East 110th Street, Los Angeles, CA 90059

Date: June 9, 2010

Bertha Garcia  
Bertha Garcia

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )

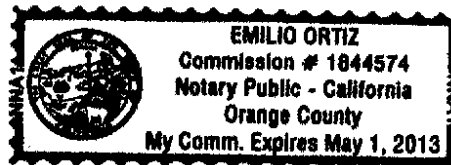
Cesar Garcia  
Cesar Garcia

On June 15, 2010 before me,  
Emilio Ortiz, a notary public, Personally  
appeared

Bertha Garcia &  
Cesar Garcia

, who proved to me on the basis of satisfactory evidence to  
be the person(s) whose name(s) ~~is~~/are subscribed to the  
within instrument and acknowledged to me that ~~he~~/she/they  
executed the same in ~~his~~/her/their authorized capacity(ies),  
and that by ~~his~~/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s)  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of  
the State of California that the foregoing paragraph is  
true and correct.



Witness my hand and official seal.

Signature Emilio Ortiz

(This area for official notrial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE



Order Number: [REDACTED]

**Exhibit A**  
**Legal Description**

All that certain real property in the County of LOS ANGELES, State of California, described as follows:

LOT 9 IN BLOCK 43 OF TRACT NO. 6478, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 68, PAGES 93 TO 99 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.